

ALAN W. WESTBROOK, ESQ.
Nevada Bar No. 6167
PERRY, SPANN & WESTBROOK
A Professional Corporation
1701 W. Charleston Blvd., #200
Las Vegas, Nevada 89102
Telephone: (702) 870-2400
Facsimile: (702) 870-8220
E-Mail: awestbrook@perryspann.com
Attorneys for Defendant
HOME DEPOT, U.S.A., INC.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JON L. ABBOTT

Plaintiff,

v.

HOME DEPOT, U.S.A., INC., a Delaware
Corporation a/k/a HOME DEPOT, DOES I-X
and ROE CORPORATIONS I-X

Defendants.

Case No. 2:10-cv-00972-LRH-PAL

STIPULATED PROTECTIVE ORDER

Subject to approval of this Court, the parties hereby stipulate to the following
Protective Order.

1. All documents, materials, items, and/or information which contain or
comprise proprietary, confidential, development and/or commercial information produced

1 by Defendant to Plaintiff shall be governed by this Protective Order.

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3 2. Any information as defined above produced by Defendant, HOME DEPOT,
4 U.S.A., INC. as part of discovery in this action may be designated "Confidential." As a
5 general guideline, materials designated "Confidential" shall be those confidential and
6 sensitive things that may be disclosed to the parties for the purpose of the litigation, but
7 which must be protected against disclosure to third parties. As a general guideline,
8 materials designated "Confidential" shall be those confidential and sensitive things of a
9 proprietary business nature which might be of value to a potential competitor of the
10 Defendant holding the proprietary rights thereto, and which must be protected from
11 disclosure to any such third parties. Absent a specific order by this Court., information
12 once designated as "Confidential" shall be used by parties solely in connection with this
13 litigation, and not for any business, competitive, or governmental purpose or function and
14 such information shall not be disclosed to anyone except as provided herein.
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18 3. To come within the provisions of this Protective Order, the producing party
19 shall designate, in writing, the documents, information, or portions thereof it considers
20 confidential at the time such documents are produced or such information is disclosed, or
21 as soon thereafter as the person or entity seeking protection becomes aware of the nature
22 of the information or materials disclosed and sought to be protected hereunder. In the
23 instance of documents, the items produced must be marked "Confidential" by the
24 producing party. In the instance of depositions, counsel may, in the record of the
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1 deposition, designate the transcript or portion thereof as "Confidential" and only those
2 identified in paragraphs 4 and 5 may then be present in the depositions. The witness
3 under deposition or his/her counsel may invoke the provisions of this Protective Order in
4 a timely manner, giving adequate warning to counsel that testimony about to be given is
5 deemed "Confidential." The designations should be made on the record whenever
6 possible, but a party may designate portions of a deposition "Confidential" provided
7 written notice of such designation is given no later than fifteen (15) days following
8 receipt of the deposition transcript.
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12 4. Documents, deposition testimony, or answers to interrogatories stamped
13 "Confidential," or copies or extracts therefrom, and compilations and summaries thereof,
14 and the information therein, may be given, shown, made available to, or communicated in
15 any way only to those parties or other persons who agree in advance to abide by this
16 Protective Order and to whom it is necessary that the material be shown for purposes of
17 this litigation.
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20 5. Documents, deposition testimony, or answers to interrogatories stamped
21 "Confidential," or copies or extracts therefrom, and compilations and summaries thereof,
22 and the information therein, may be given shown, made available to, or communicated in
23 any way only to (a) the trial counsel designated on the pleadings for the law firms of
24 record in this action and those of their staff to whom it is necessary that the materials be
25 shown for the purposes of this litigation; (b) consultants as defined in Paragraph 6 hereof
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1 and pursuant to the provisions of Paragraph 7 hereof.

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3 6. For purposes of Paragraph 5(b) hereof, a consultant shall be defined as a
4 person who is not an employee of a party nor anticipated to become an employee in the
5 near future, and who is retained or employed as a bona fide consultant or expert for
6 purposes of this litigation, whether full or part-time, by or at the direction of counsel for a
7 party.
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9 7. The intent of this agreement is to provide the producing party with the
10 identity of all individuals who have been furnished copies of privileged documents, as
11 opposed to being shown documents as a consultant. The procedure for having a
12 consultant or expert obtain copies of the information designated "Confidential" shall be
13 as follows:
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15 (a) The party seeking to have a consultant who will be provided with the
16 documents, as defined in Paragraph 6 hereof, shall provide the producing party,
17 sixty days following the complete resolution of this matter:
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- 19 (i) the name of the designated person;
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21 (ii) the present employer and title of said designated person;
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23 (iii) a resume or curriculum vitae of said designated person;
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25 (iv) a written acknowledge in the form of the attachment A,
26 hereto, signed by the designated person for whom approval is sought,
27 that the person has read this Protective Order and agrees to be bound
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2 by its terms.

3 8. All confidential information covered by this order shall be kept in secure
4 facilities at trial counsel's offices or the offices of the expert or consultant and access to
5 those documents and facilities shall be permitted only to those designated persons set
6 forth in Paragraphs 4, 5 and 6 of this Protective Order as persons properly having access
7 thereto under the appropriately designated degree of confidentiality. All counsel for the
8 parties and consultants and experts who have access to confidential information under
9 this Protective Order acknowledge they are bound by this Order and submit to the
10 jurisdiction of this Court for purposes of enforcing this Order.
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13 9. This paragraph is not approved by Judge Leen.
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23 10. If any document or information designated to be "Confidential" pursuant to
24 this Protective Order is used during the course of a deposition herein, that portion of the
25 deposition record reflecting such confidential information shall be sealed and stamped
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1 with the designated degree of confidentiality, and access thereto shall be limited pursuant
2 to the other terms of this Protective Order.

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4 11. If, at any time during the pendency or trial of this action, counsel for any
5 party claims that counsel for any other party is claiming certain information produced
6 herein to be confidential, objecting counsel may make an appropriate application to this
7 Court, with confidential portions thereof to be kept under seal, requesting that
8 specifically, identified documents, information, and/or deposition testimony be excluded
9 from the provisions of this Protective Order or downgraded in terms of the degree of
10 protection provided.
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13 12. The trial statements submitted by the parties in this action shall address the
14 treatment at trial of documents, information or testimony designated "Confidential"
15 pursuant to this Protective Order unless the confidentiality of such information has been
16 removed by agreement of counsel or by this Court in accordance with the provisions of
17 Paragraph 11 of this Protective Order.
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19 13. The terms of this Protective Order shall apply to all manner and means of
20 discovery, including inspection of records, documents, and tangible things.
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22 14. This Protective Order shall be effective on the date entered by the Court.

23 15. At the conclusion of this action all originally produced confidential
24 materials and/or information shall be placed in counsel's closed and sealed file and
25 retained solely for the purposes of required retention and shall not be used in future cases,
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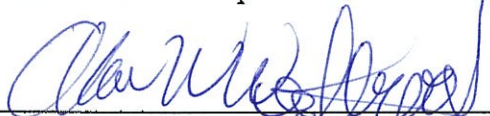
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2 or disseminated in any manner. Further, any extra or additional copies of such
3 confidential materials and/or information shall be destroyed within 30 days of the
4 conclusion of this action.

5 Dated this 12 day of January, 2011.

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7 PERRY, SPANN & WESTBOOK
A Professional Corporation

GERALD I. GILLOCK & ASSOCIATES

01/11/2011

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10 ALAN W. WESTBROOK, ESQ.
Nevada Bar No. 6167
11 1701 W. Charleston, #200
Las Vegas, NV 89102
12 (702) 870-2400
Attorneys for Defendant

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14 
15 CAROL F. HAY, ESQ.
Nevada Bar No. 8112
16 428 S. Fourth Street
Las Vegas, NV 89101
17 (702) 386-0000
Attorneys for Plaintiff

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19 IT IS SO ORDERED this 10th day of January, 2011.

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22 UNITED STATES MAGISTRATE JUDGE
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